



**REQUEST FOR PROPOSAL  
PIONEER FRONTIER PARK – PLAYGROUND/SPLASHPAD EQUIPMENT INSTALLATION  
EAST RIDGE PARKS AND RECREATION DEPARTMENT**

**I. PURPOSE OF REQUEST**

The City of East Ridge (“City”) invites proposals from qualified contractors to furnish all labor and material needed to correctly install Water Odyssey® Splashpad components as well as GameTime® 2-5 year old and 5-12 year old play structures, freestanding play equipment, site amenities, surfacing and playground borders to the specifications provided by the manufacturer(s) at Pioneer Frontier Park located at 1515 Tombras Avenue East Ridge, Tn 37412.

**II. TIME SCHEDULE**

It is the City’s intent to adhere to the following process and timetable resulting in the selection of a vendor. At the City’s discretion, it may change the estimated dates and the process set forth below, as it deems necessary including, but not limited to, interviews. **Proposals must be in writing in a sealed envelope labeled with “Pioneer Playground Install 4/01/21” and received by the City of East Ridge, Office of the City Recorder by 2:00 pm on Thursday, April 1, 2021**, via U.S. Mail, Fed Ex, UPS, or courier, or in person. Proposals will not be considered after the listed deadline regardless of postmark.

City issues RFP	3/14/21
Pre-Proposal Site Meeting (Pioneer Park) at 2:00pm	3/22/21
Deadline for proposers to submit questions/clarification request in writing to City by 5:00 pm.	3/25/21
Deadline for City to respond to written questions to all parties receiving RFP.	3/29/21
Deadline to submit proposals 2:00pm	4/01/21
Notice of Intent to Award	4/06/21
Award of Contract by East Ridge City Council	4/08/21

**III. INSTRUCTION FOR PROPOSERS**

A. All proposals must be mailed addressed to:

**City of East Ridge  
Attn: Pioneer Playground Install 4/01/21  
Office of the City Recorder  
1517 Tombras Avenue  
East Ridge, TN 37412**

- B. The name and address of the proposing business must be shown on the **left top corner** of the envelope face.
- C. All proposals must contain three (3) complete copies of the proposal. No facsimile, electronic, or telephone proposals will be accepted.
- D. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- E. The City Recorder or City representative will notify proposers that have been preliminarily selected near or on the date indicated in the above time schedule.
- F. Proposal Submittal (using the forms in Exhibit C):
- A proposed outline of tasks, products, and a project schedule.
  - A proposed budget based on the above outline of tasks, products, and schedules.
  - Provide three (3) commercial playground and splashpad equipment install client references within the last five (5) years who are willing to validate the proposer's past performance on contracts of a similar size and scope.

#### IV SELECTION CRITERIA

CRITERIA	WEIGHT GIVEN
1. Responsiveness of the written proposal to the purpose and scope of service, completeness and clarity of all required information and any supplemental information provided by the Proposal that will demonstrate the quality of services.	<b>10 POINTS</b>
2. Availability to meet owner's timeline prior to July 4, 2021	<b>20 POINTS</b>
3. Price	<b>30 POINTS</b>
4. Ability, experience, financial resources, and history of successfully completing contracts of this type, meeting projected deadlines, and experience in similar work, location, the character, integrity, reputation, judgement, and efficiency of the Proposer.	<b>40 POINTS</b>
<b>TOTAL CRITERIA WEIGHT</b>	<b>100 POINTS</b>

Each proposal will be independently evaluated on Criteria 1 through 4.

#### V. SCOPE OF SERVICES

The scope of service and operation procedures to be covered are attached herein as Exhibit A.

## **VI. TERMS AND CONDITIONS**

- A. The term of the contract shall be eighty-five (85) days once a contract is executed.
- B. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- C. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- D. The City reserves the right to award any contract to the next most qualified proposer if the successful proposal does not execute a contract within ten (10) days after the contract award.
- E. The City reserves the right to award all or a portion of the required services to more than one qualified proposer at the City's sole discretion.
- F. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP. A sample contract is attached as Exhibit E for informational purposes, but the City may modify this contract to suit the specific services and needs of the City. If a Proposer has any exceptions to the terms of the sample contract, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of the Agreement. The City will not consider changes to its indemnification and insurance.
- G. After preliminary selection, and prior to contract award, the City will meet with the Proposer to review procedures for invoicing, payment, reporting, and if any, monitoring contract performance.
- H. The Proposer should expect to schedule meetings with designated City staff to review service performance.
- I. The City shall not be responsible for any costs incurred to the firm in preparing, submitting, or presenting its response to this RFP.
- J. The City reserves the right to perform unannounced site visits and interview staff and management prior to selection to determine, among other things if needed:
  - 1. Customer service responses
  - 2. Company organization and operation efficiency; and
  - 3. Response time

## **VII. COMPENSATION**

- A. Payment by the City for the services will only be made after the services have been performed and accepted by an authorized City representative. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Billing shall be submitted upon completion. Payment will be made thirty (30) days after receipt of itemized invoice.

## **EXHIBIT A SCOPE OF SERVICE**

### **GENERAL PROVISIONS**

The City of East Ridge, Tn is seeking sealed proposals for furnishing all labor and material needed to correctly install Water Odyssey® Splashpad components as well as GameTime® 2-5 year old and 5-12 year old play structures, freestanding play equipment, site amenities, surfacing and playground borders to the specifications provided by the manufacturer(s) at Pioneer Frontier Park. Installer shall provide cleanup of excess building materials, disposal of debris in approved sanitation container or dumpster and erosion control if needed. Installer must protect materials from weather, as well as request dig permits for publicly laid utility lines. Installer must also meet delivery truck to unload equipment.

### **PROJECT TIMELINE:**

Project shall be completed within eighty five (85) days of an executed contract with the City of East Ridge. Delays considered excessive by the City of East Ridge will result in a forfeiture of bid & contract.

### **SITE MEETING**

Mandatory site meeting will be held on Monday, March 22, 2021, at 2:00 PM Eastern Time. The site meeting will be held at Pioneer Frontier Park, 1515 Tombras Ave, East Ridge, TN 37412.

### **INSTALLER REQUIREMENTS SHALL MEET OR EXCEED THESE REQUIREMENTS:**

Certified by factory as competent installer within the last three years (provide documentation). At least 10 years' experience with current playground/splashpad equipment supplier, installation shall be performed by a factory trained and Certified Playground Safety Institute certified installer. Installer shall adhere to the FIVE-STAR PLUS INSTALLATION format, to give the greatest possible value to the owner. This includes 90 day revisit to the site by the installer to verify equipment compliance and touch up any maintenance issues. Installer shall provide full three-year labor warranty.

### **INSTALLER'S PROJECT REFERENCES:**

1. Certificate of qualifications
2. Submit list of successfully completed projects (minimum of 5)
3. Include project name and location, name of owner, and contact information.

Successful supplier shall procure and maintain during the life of this project, employer's liability and worker's compensation insurance for all of their employees to be engaged in work on this project; and in case any work is sublet, the Supplier shall require the subcontractor to provide same insurance. The Supplier shall procure and maintain during the life of this project, contractor's liability insurance in an amount no less than \$1,000,000 for injuries, including accidental death, to each person; and subject to the same limit for each person, in an amount not less than \$500,000 on account of each accident and contractors property damage insurance in an amount not less than \$100,000 each accident, \$1,000,000 aggregate. Supplier shall require each of their subcontractors to procure and maintain same. Proof of insurance must be provided to the City of East Ridge.

Failure to provide any of the above information may disqualify your bid submittal. The proposer, may at his/her option, provide any additional information, which may provide further understanding of their bid.

### **CONSTRUCTION CLOSE OUT**

- Contractor shall remove and dispose of all construction debris.

**EXHIBIT C  
PROPOSAL FORMAT**

**(Follow the Format Below for Proposal Submission)**

**I. MANAGEMENT INFORMATION**

**Proposers and their subcontractor must have prior successful experience performing installs, maintenance and repair services on playground equipment, must be licensed to conduct business in the State of Tennessee and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.**

**Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.**

**1. COMPANY PROFILE**

COMPANY NAME: \_\_\_\_\_

NAME OF OWNER(S): \_\_\_\_\_

OWNER ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

**II. REFERENCES AND QUALIFICATIONS**

1. Describe your company's experience installing playground and splashpad equipment and the number of years in business, and type of services provided.

2. Approximately what percent of your business is currently derived from playground/splashpad equipment install, repair or maintenance? \_\_\_\_\_%

3. Has your company ever been a subject of Better Business Bureau action?

Yes / No

If Yes, Describe:

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4. Are you currently or have you ever previously provided playground/splash pad equipment install services to other government entities? Yes / No

If yes, please list the entity names, contract person and phone number:

5. Briefly describe what factors make you the best candidate in your opinion for this job.

## **II. PROPOSAL**

1. Installers are requested to submit three (3) copies of the proposal. Due to time limitations of the project team members, responses should be limited to no longer than ten (10) single-sided pages. Please include tab dividers for easy access to each section of the proposal (tab dividers do not count toward the 10-page limit). Additional supplemental information may be submitted, under separate cover, in order to aid in the selection. This information may include staff resumes, descriptions of similar municipal projects, project references, etc.

**CITY OF EAST RIDGE  
BID SHEET**

**PIONEER FRONTIER PLAYGROUND EQUIPMENT INSTALLATION PROJECT**

**BID OPENING  
Thursday, April 1, 2021, 2:00 pm**

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**BID AMOUNT - THE TOTAL PLAYGROUND EQUIPMENT INSTALLATION PROJECT:**

\_\_\_\_\_

**BID AMOUNT - THE TOTAL SPLASHPAD EQUIPMENT INSTALLATION PROJECT:**

\_\_\_\_\_

Return all bids by specified time either by mail or in person to:

**City of East Ridge  
Attn: Pioneer Playground Install 4/01/21  
Office of the City Recorder  
1517 Tombras Avenue  
East Ridge, TN 37412**

## Exhibit E

### PLAYGROUND/SPLASHPAD INSTALL PROJECT AGREEMENT

#### **DRAFT ONLY**

This Playground/Splashpad Install Project Agreement (“Agreement”) is entered into, by and between the CITY OF EAST RIDGE, TENNESSEE (“CITY” herein), a municipal corporation, and, \_\_\_\_\_ (hereinafter “VENDOR”).

#### THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES:** VENDOR shall perform all services described in the CITY’s Request for Proposal (“RFP”) to install Playground/Splashpad equipment at Pioneer Frontier Park, issued on [insert date] and VENDOR’s proposal (“RFP”), dated [insert date] in response to said RFP, which are incorporated herein by this reference as if fully set forth as part of this Agreement. VENDOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
2. **ACCIDENT REPORTS.** VENDOR shall immediately report (as soon as feasible, but not more than 24 hours) to the City Attorney any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.
3. **LICENSES AND PERMITS.** VENDOR represents and warrants to City that all the services shall be provided by a person or persons duly licensed by the State of Tennessee to provide the type of services to be performed under this Agreement and that VENDOR has all the permits, qualifications and approvals of whatsoever nature which are legally required for VENDOR to perform the services under this Agreement. VENDOR represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for VENDOR to perform the services under this Agreement.
4. **TERM:** This Agreement shall commence on [insert date] and shall continue in full force and effect until [insert date]. City shall, at its sole discretion, have the right to extend the term of this Agreement for an additional 30 days, by written notice to VENDOR. The total duration of this Agreement, including the exercise of any option under this clause, shall not exceed 60 days.
5. **COMPENSATION AND PAYMENT:** The amount of this Agreement shall not exceed \$ \_\_\_\_\_. Payment to VENDOR by the CITY shall be made within thirty (30) days after receipt by the VENDOR’S itemized invoice.



CITY shall pay VENDOR based on the Procedures set forth in the RFP and at the rates and charges set forth in VENDOR's proposal, dated [insert date], in response to the RFP. CITY shall have the right to perform an audit of the VENDOR'S relevant records pertaining to the charges.

6. INDEPENDENT CONTRACTOR: VENDOR shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which VENDOR performs the services required of VENDOR by the terms of this Agreement. VENDOR shall be liable for its acts and omissions, and those of its employees, subcontracts, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between CITY and VENDOR. VENDOR's officers, employees, agents or subcontractors, if any, are not entitled to participate in a pension plan, insurance, bonus or similar benefits the City of East Ridge provides its employees.

7. ASSIGNMENT/DELEGATION: The parties agree that the expertise and experience of VENDOR and any subcontractors are material considerations for this Agreement. VENDOR shall not assign or transfer any rights, duties, obligations or interest in this Agreement nor the performance of any of VENDOR'S obligations hereunder, without the prior written consent of the City Manager, or his or her designee, and any attempt by VENDOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect and a breach of this Agreement. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

8. INDEMNIFICATION

8.1 To the fullest extent permitted by law, VENDOR shall protect, defend (with counsel acceptable to CITY), indemnify and hold harmless CITY, its councilmembers, officers, employees and agents (each an "Indemnified Party") from and against any and all actions, causes of actions, demands, claims, losses, expenses (including attorney's fees, experts fees, court costs and disbursements) or liability (collectively called "Actions") of any nature, including death or injury to any person, property damage or any other loss, resulting from, arising out of or in any manner related to performance or nonperformance by VENDOR, its officers, employees, agents or subcontractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party. The acceptance of VENDOR'S services by the CITY shall not operate as a waiver of such right of indemnification.

8.2 VENDOR acknowledges and agrees that it has an immediate and independent obligation to defend CITY, its councilmembers, officers, employees and agents from any claim or Action which potentially falls within this indemnification provision, which obligation shall arise at the time such claim is tendered to VENDOR by CITY and continues at all times thereafter. The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

8.3 All of VENDOR'S obligations under this section are intended to apply to the fullest extent permitted.

9. INSURANCE REQUIREMENTS: VENDOR agrees to have and maintain and provide proof of professional liability insurance in the amount of \$1,000,000.00. A certificate of insurance shall be provided to the City at each renewal of this agreement. All policies, endorsements, certificates and/or binders shall be subject to approval by the City Attorney. These requirements are subject to amendment or waiver only if so approved in writing by the City Attorney. VENDOR shall not commence work until all insurance required hereunder has been submitted and approved. A lapse in any required amount or type of insurance coverage during this Agreement shall be a breach of this Agreement.

10. INSPECTION OF RECORDS: VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for three (3) years from the date of final payment to VENDOR pursuant to this Agreement. During such period, CITY shall have the right to examine and audit the records and to make transcripts therefrom. CITY shall provide thirty (30) days written notice of its intent to inspect or audit any such records. Copies of such documents shall be provided to the CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available for inspection or audit at VENDOR'S address indicated for receipt of notices in this Agreement during VENDOR'S normal business hours.

Where the CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of VENDOR'S business, or closure of the local office of VENDOR'S business, the CITY may, by written request by the City Attorney require that custody of the records be given to the CITY and that the records and documents be maintained at City Hall. Access to such records and documents shall be granted to any party authorized by VENDOR, VENDOR'S representatives, or VENDOR'S successor-in-interest.

11. CONFLICT OF INTEREST: VENDOR shall at all times avoid conflicts of interest and take reasonable steps to avoid appearances of conflicts of interest in the performance of this Agreement. Without limiting the foregoing, VENDOR, including its officers, employees and subcontractors, specifically covenants that it presently has no interest, and shall not acquire, any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. VENDOR further covenants that no one who has or will have any financial interest under this Agreement is an officer or employee of the CITY.

12. NON-DISCRIMINATION & NON-HARASSMENT: VENDOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. VENDOR agrees to abide by the CITY'S Policy Against Discrimination, Harassment and Retaliation as set out below and incorporated herein by reference as if fully set forth as part of this Agreement.

- a. *It is the policy of the City of East Ridge to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFP, Part 21: related statutes and regulations to the end that no person shall be excluded from participation in or be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Transportation on the grounds of race, color, sex, age, disability or national origin.*

13. IRAN DIVESTMENT ACT COMPLIANCE: VENDOR shall comply with Tennessee Code Annotated, Title 12, Chapter 12 known as the Iran Divestment Act and include in the proposal the completed Iran Divestment Act Certification, attached herein as Exhibit F.

14. TERMINATION: At any time and without cause, the CITY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to the VENDOR. In the event of such termination, the CITY shall pay VENDOR for services rendered to the termination date, but no other form of compensation shall be owed.

15. GOVERNING LAW: This Agreement shall in all respects be governed by the law of the State of Tennessee without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Hamilton County in the State of Tennessee, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

16. COMPLIANCE WITH LAWS: VENDOR shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

17. WAIVER: Waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by VENDOR shall not be deemed to be a waiver of any term or condition of this Agreement.

18. MERGER AND MODIFICATION: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to Tennessee Code of Civil Procedure and as a complete and exclusive statement of the terms of the agreement. No modification to this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19. SEVERABILITY: Each provision of this Agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever; such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

20. AMBIGUITY: The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

21. HEADINGS: The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

22. TIME: Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY  
ACKNOWLEDGED AND AGREED TO:

CITY OF EAST RIDGE

VENDOR

\_\_\_\_\_  
Brian Williams, Mayor

\_\_\_\_\_  
[NAME], [TITLE] [NAME OF COMPANY]

FEDERAL I.D # \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark Litchford, City Attorney

Date: \_\_\_\_\_

**Exhibit F**

**IRAN DIVESTMENT ACT CERTIFICATION  
EFFECTIVE DATE JULY 1, 2016**

**Chapter No. 817 (HB0261/SB0377). “Iran Divestment Act” enacted.** Amends Tennessee Code Annotated, Title 12 by adding Chapter 12, which is to be known as the “Iran Divestment Act.” The Act requires the chief procurement officer for the State, no more than 120 days after the effective date of this Act, to publish on the State’s website, using credible information freely available to the public, a list of persons determined to be engaged in investment activities with Iran. It prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. It provides that after the effective date of this Act, **every bid or proposal made to a local government for goods or services, when competitive bidding is required, must contain the certification stated below,** subscribed and affirmed by the bidder as true under the penalty of perjury. The Act allows the certification to be submitted electronically. It prohibits a bid from being considered or an award being made if the bidder does not provide the certification below to the local government, except under limited enumerated circumstances.

**I certify, under penalty of perjury, that the following statement is true:**

**“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.”**

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

Notary Public \_\_\_\_\_

Print Name \_\_\_\_\_

My Commission Expires: